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DEPT. OF ARCHAEOLOGY &
HISTORIC PRESERVATION

STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

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To be listed as a repository with the Department of Archeology and Historic Preservation, institutions must meet the professional standards as set forth by the Department of the Interior, National Park Service and published in **36 CFR Part 79**.

Applicants must submit answers to the following questions and the following documentation to DAHP:

Please note: you must be able to answer "yes" to the following four questions in order to apply:

Yes?

- ☒ Are you willing and able to curate entire collections, including bulk samples and associated archives? **Yes**
- ☒ Do you have policies and procedures to protect archaeological site location data? **Yes**
- ☒ Are you willing to provide DAHP an annually-updated inventory of your archaeological collections? *(Please note that these data may be shared with tribes, agencies and cultural resource specialists, as appropriate.)* **Yes**
- ☒ Is your facility staffed on a full-time basis? **Yes**

DAHP Repository Questionnaire

Collections – See sections 79.9 & 79.11

1. What is your regular inventory schedule? **The Hibulb Cultural Center's (HCC) inventory is electronically maintained on a daily basis.** How often and in what manner are your holdings inventoried? **Past Perfect Museum Software, Data is stored on HCC Museum's Hard Drives, in Tulalip Tribes Techleap Server and backed up on Flash drive every two weeks**
2. What policies and procedures do you have in place to protect archaeological site location information? **HCC Collections policy applies to all collections managed or owned by Tulalip Tribes. Collections Policy and Procedures Manual includes archaeological information. Accession records are maintained, kept in perpetuity, copies stored off site**

Accession Policy: includes acquisition criteria, authority, and methodology

MOA or Contract is required between agencies and HCC

Permitting Federal Agency retains ownership and responsibility of the collection

HCC must be in a position to properly care for the proposed acquisition

Deaccession Policy:

Objects outside collection scope of HCC

Object is approved for destructive testing

Object is non-contributing duplicate

Object represents hazard to staff or facility



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Disclosure and Record Keeping Policy:

Deaccession policies will be made available to any agency upon request
List of deaccession objects maintained by HCC, copies distributed in response to any reasonable inquiry at the discretion of HCC Manager

Loan Policy

Incoming Loans
Outgoing Loans

Access and Research Policy

Applications for access
Access fee

Care and Conservation Policy

Inventories and Inspections Policy

HCC Collections policy is provisional and can be reviewed by the Agencies storing or collections at HCC. Tulalip Board of Directors approve all changes to HCC Collections Policy

3. Describe your organizational and storage system for archival documentation, including field notes, site forms and reports, photographs, negatives, slides, maps, and digital and/or electronic records.
All documents, reports, photographs, field notes, historic records are stored electronically and in hard copy by HCC assigned by accession. Archeological reports are also stored by year and site location and maintained by Tribal Historic Preservation Officer.
Archeological reports, correspondence are cross-referenced in accession records. Collection procedures outline uniform methodology, frequency of maintaining inventories, how to document collections items, regular pest inspections, condition of objects. As required by 36 CFR 79 following quarterly inspections qualified museum professional will inspect for possible damage and deterioration of all collections. If damaged or stolen, reports to 36 CFR 79 collections will be done with in 72 hours and report sent to trust agency.
4. What software do you use to track collections? **Past Perfect Museum Software**
5. Do you comply with NAGPRA? **Yes** If not, why? If you are required to comply, have you sent updates?
6. Are you willing and able to curate collections from sites with multiple components that include 19th and 20th century materials such as window glass and machine-made nails, as well as earlier Native American objects? **YES, However, object must fit into scope of collections outlined in the HCC Collections Policy** If no, why not?
7. Do you have a policy that addresses culling? **YES, Deaccession policy outlined in question 2**
8. Do you have a written curation guideline? **YES, HCC Operational Procedures Policy** If not, how do you provide archaeologists with your minimum standards?

Facility – See section 79.9(b)(3)

9. Does your facility have appropriate environmental controls for all areas? **YES** How do you monitor and what type of records do you keep on environmental conditions? **DATA Loggers in the HVAC system, Portable DATA loggers in collections area. HVAC system; RH is set at 45% , records show it is stable between 48 % and 53% minimum fluctuation with in a 24 hour period**



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10. Does your facility have appropriate fire suppression controls for all areas? **YES, HCC museum and curation facilities meet NFPA publication 909 standards for fire protection of cultural property. Hardwired smoke detection with area controlled water suppression system.**
11. Does your facility have appropriate pest management controls for all areas? **Yes, HCC's Pest Management plan includes daily inspections of pest traps. Quarterly perimeter spraying by a contracted professional pest management company; Preventive measures in place before accepting any object into the collections, the object is screen vacuumed cleaned and brushed then isolated for two weeks in Receiving Area. After assessment is completed and further treatment is needed, HCC has a sub-zero freezer laboratory. If more aggressive methods are needed, we consult our contract conservator, Dana Senge.**
12. Where are your collections stored? **HCC Curation facility**
13. Do you have a dedicated space for researchers to utilize collections? **Yes,**
14. Please describe your security system for your institution, and specifically for your archaeological collections? **Cameras in all parts of the Curation faculty, monitored by Tulalip Tribes Data Security; Tulalip Police daily drive through**
15. Are you accredited by AAM? (note: this is not a requirement) **NO**

Destructive Analysis – See section 79.10

16. How do you make decisions regarding destructive analysis? **HCC Manager, Senior Curator recommendations and Board of Directors approval**
17. How do you determine, monitor and provide access to meet research requests as defined in 36 CFR Part 79.10? **Individuals must complete a HCC research permit. Objects held in trust with other Agencies, agency approval is needed for access. Email or written agency approval is acceptable. Upon approval and within 30 days an appointment can be made. Access is subject to research space availability, conservation and/or security concerns. HCC may charge fees for cost of staff time.**

Documentation to be Included in Application



Hibulb Cultural Center and Natural History Preserve

Collections Policy

Hibulb Cultural Center and Natural History Preserve Collections Policy	
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1. STEWARDSHIP OF THE COLLECTIONS

The collections are the enduring assets that distinguish the Hibulb Cultural Center and Natural History preserve (HCC) from other cultural and educational institutions. The collections hold the heritage of the Tulalip Tribes in perpetual trust and connect HCC to the art, culture, and history of the people of Tulalip Tribes and the surrounding communities. HCC directs its efforts and resources to preserve collections that reflect the traditional cultural values and spiritual beliefs.

HCC serves primarily as a repository to house and curate artistic, cultural, educational and historic collections that relate to the Tulalip Tribes who are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other tribes and bands signatory to the Treaty of Point Elliott. HCC Collections Policy Manual provides procedures and guidelines to manage and preserve collections; terms and conditions for Federal government, Public Utility Districts, Army Corps of Engineers, US Bureau of Reclamation, Washington State Department of Transportation, Washington State Department of Ecology and any other governmental and private agencies as defined in 36 CFR Part 79. The collections of HCC are owned by the Tulalip Tribes and entrusted to the governing authority of the Tulalip Tribes Board of Directors.

HCC's stewardship of the collections entails the highest trust and the presumption of permanence, care, documentation and accessibility. However, as situations and policies change, it is sometimes necessary to alter the status of an object within the collections, or to deaccession an object from the collections.

HCC attributes importance, meaning, and value to its collections through educational programs, exhibitions, public forums, published documents, and scholarly research. The meanings of collections change through time and may reveal the attitudes of the original makers, meanings held by the people who first used an object, the knowledge of collectors, and the understandings of scholars who study the objects. Finally, the types of objects collected reflect the changing attitudes of the HCC itself.

2. **MISSION OF THE HIBULB CULTURAL CENTER &
NATURAL HISTORY PRESERVE**

The Hibulb Cultural Center and Natural History Preserve is dedicated to those who have gone home before us and to those who have remained to keep the fires burning.

- Protect, maintain, and preserve the legacy of traditional cultural values and spiritual beliefs for which our ancestors gave their lives.
- Assure that these values and beliefs are treated with dignity, respect, and integrity within the Tulalip Tribes and surrounding communities

3. SCOPE OF THE COLLECTIONS

HCC will collect the material culture representing the Tulalip Tribes. The purpose of this policy is to further define collecting patterns and to guide the collecting intent of the HCC.

Permanent Collection

HCC will collect objects, sites and other relevant materials, which reflect the richness of the Tulalip Tribes to the present day. The collection will include examples of everyday domestic items to the tools and equipment vital to the industries prominent within the Tulalip Tribes communities. All materials collected must relate to the history and culture of the Tulalip Tribes.

Specific Criteria:

Sites, objects, and materials must have historical significance by virtue of traditions that document relationships to the recognized history of the region or if they provide information or understanding of former lifestyles, personalities or events that are part of the history. The HCC Collections Policies are in keeping with the requirements of Museum Best Practices and accepted curation procedures in regard to archaeological collections.(e.g., 36 CFR Part 79)

Education Collection

HCC will collect objects that can be used to enhance the specific museum education curriculum developed in conjunction with local school districts. Instructional, duplicate, expendable objects or replicas may be accepted for the education study collection but will not be accessioned into the HCC's permanent collection.

Natural History Preserve (NHP) Collection:

The HCC will protect and enhance the diversity and integrity of the natural and cultural heritage of the NHP site. The mission of the HCC includes the preservation and rehabilitation of the natural systems of the NHP. The NHP collections consist of all the natural systems through out the site. The goal of the NHP is to systematically restore and protect the site. The NHP will act as a living laboratory and classroom for education and research on the indigenous plants and natural systems that are apart of the HCC's Natural History Preserve.

4. AUTHORITY TO MANAGE THE COLLECTIONS

The authority to manage collections and exhibitions of HCC is given by the Tulalip Tribes Board of Directors to the Program Manager/ Director of HCC. The HCC Program Manager / Director and the HCC professional curatorial staff to manage and preserve the collections for the Tulalip Tribes. HCC Curation Facility complies with 36 CFR Part 79 and adequately addresses the cost of long-term storage. The Board of Directors has final approval on all contracts.

Reporting collections and exhibitions issues needing Tulalip Tribes Board of Directors approval follow Tulalip Tribes procedural protocols. Protocol is as follows: Program Manager/Director or appointed staff brings Collections and Exhibition issues to the attention of Cultural and Natural Resources Executive and in turn, the Executive presents issues to the General Manager. The General Manager presents these issues to the Board of Directors for final approval. Board Approval is required on high importance issues; they include large

purchases, exhibition contracts over budgeted allocations. Collection purchases above budgeted allocations, exhibition fabrication contracts over budgeted allocations or large events or programs above budgeted allocations.

The Tulalip Tribes of Washington affirms its authority to preserve, promote and protect all aspects of its tribal culture as a reserved right of tribal sovereignty. The Board of Directors gives the HCC the authority to reasonably regulate commercial and non-commercial access to and use of tribal cultural knowledge, traditional expressions associated with material cultural heritage at the museum and curation facility. This cultural knowledge includes but is not limited to the stories, songs, dances, preparation of traditional foods, medicines, harvesting plants or other natural resources, genetic research associated or related to tribal subsistence and ceremonial activities.

4-A Criteria for Acquisition

1. Accession records will be maintained for all acquisitions subject to this policy. Accession records will be kept in perpetuity. Copies will be stored off site
2. Incoming collections will be properly curated under HCC based on 36 CFR Part 79 guidelines or another policy based on 36 CFR Part 79, in case of rehabilitated collections transferred from other repositories.
3. In case of collections held in trust
 - a) A MOA or Contract is required between the Agency and the HCC.
 - b) Trust Acquisitions that retain ownership of their collections will be responsible for the cost of maintaining the collection.
4. The HCC curation facility is in a position to properly care for the proposed acquisition under the regulations of 36 CFR Part 79

The following policies outline in detail the processes for legally gaining title to objects and accomplishing related actions for the collections. Recommendations concerning acquisitions, de-acquisitions, and transfers are determined through the Collections Team.

5. COLLECTIONS TEAM

HCC Collections Team has the responsibility to review offered donations to and deaccessions from the museum's collections. The Collections Team consists of staff and volunteer community representatives. One of the Team should be a Board of Directors member who can help provide clarity and information to other Board members on the activities of the Collections Team. The Collections Team has full authority for the final acceptance, rejection, or other action concerning collections and on-going exhibitions, except for large acquisitions, and conservation issues that cost more than \$50,000 that must go to the Board of Directors for approval.

The general process for making recommendations affecting collections is as follows. Recommendations are proposed by the HCC staff to the Collections Team. The Collections Team approves or disapproves the Donations/Deaccession. (The Collections Team will recommend any item over \$10,000 that has to be purchased and then sent to Board of Directors for approval following reporting protocols.)

The Collections Team may propose the following general actions:

1. Accessions to the collections (gifts and purchases)
2. Deaccessions from the collections
3. Changes of status (from collection to non-collection)

Meetings of the Collections Team are held on a regular scheduled basis. Decisions by Collections Team shall be made by majority vote. The Director presents agendas detailing each proposed action. Senior Curator or in their absence the Collections staff keeps records of the resulting decisions. The Senior Curator is responsible for primary decisions concerning the storage, care, research, and expansion of the collections under their care. Collections staff have the responsibility of maintaining records of the collections. With the input of curators and conservators, they implement decisions, manage storage facilities, and organize the physical arrangements for loans.

HCC senior staff initiates written recommendations for all gifts, purchases, changes of status, transfers, deaccessions, and out-going loans within the Collections Team. Recommendations must include adequate information for the Collections Team to reach a decision.

After approval by the Collection Team, HCC staff shall complete a Deed of Gift properly executed by the donor and HCC. HCC shall make every effort to acquire title to all objects accessioned by HCC for the permanent collections free and clear and without restrictions as to use or future disposition. Deeds of Gift shall include an adequate description of the object, necessary curatorial information, the precise details of transfer, and detailed provenance of the object warranting legal origins and ownership, if available. Objects held in "Trust" will have a Memorandum of Agreement (MOA) or Contract and funding for support of the collections will be clearly established. HCC shall retain all Deeds of Gift record, and MOA's or Contracts.

6. ACCESSIONS

6-A. Accessioning Items into the Collections

HCC may accept gifts or purchase items or objects held in trust for the permanent collections if the materials meet all of the following criteria:

1. Support HCC mission statement
2. Do not contradict policies on culturally sensitive materials
3. Have clear, legal title
4. Provide status of copyright ownership
5. Comply with laws and treaties governing cultural properties
6. Support research, education, exhibition uses or publication
7. MOA or Contracts stating support of collections

8. Do not unnecessarily duplicate other objects in Museum collection
8. The storage and/or resources needed for maintaining the item can be provided.

6-B. Required Documents for Transfer of Title

Following normal circumstances, HCC requires the following acquisition documents for charitable gifts to the collections:

1. A Temporary Custody Receipt signed by the donor defining the donation, establishing a warrant guaranteeing compliance with applicable laws and, if available, defining the provenance of the object
2. Approval by the Collections Team accepting the item
3. Verification that the object is physically in the possession of HCC or that the donor has relinquished control of the property
4. A completed Deed of Gift or other instrument transferring title of the object to HCC

6-C. Temporary Custody Receipt

HCC requires that all donors and vendors sign a Temporary Custody Receipt which defines the donation, warrants that a proposed acquisition has been legally obtained in compliance with all local, state, federal, and international laws and identifies any and all known details relating to the provenance of the object.

6-D. Final Approval

Negotiations and correspondence for all proposed gifts and purchases must include a statement to the donor or vendor that the proposal is not approved until Collections Team has met and determined whether or not to accept the offered donation into the collections.

6-E. Acknowledgments

Use of acknowledgments approved by donors shall be considered a condition of gift. HCC shall strictly observe all conditions, limitations, or restrictions approved by the Collections Team. In special cases, the Collections Team may consider gifts offered with limitations or restrictions. These conditions will be stated clearly in the Deed of Gift and made part of the accession records.

6-F. Partial Interest Gifts and Collections held in Trust

The partial interest gift is one in which HCC is given a partial interest and the donor retains the remaining fractional interest. HCC may accept partial interest gifts only if the donor intends to donate full, unrestricted interest in the property to HCC over a mutually acceptable length of time.

Recommendations for partial interest gifts shall be proposed by HCC staff and reviewed by the Collections Team. The final decision shall be determined by the Collection Team. HCC shall only accept partial gifts pending completion of a contract with the donor. In the contract, the donor must agree that any percentage of the property still remaining with the donor at the time of the donor's death shall be assigned to HCC without restrictions or conditions.

In accordance with IRS regulations, HCC shall maintain annual custody for the portion of the year that reflects the percentage of the HCC's ownership of the gift. The donor may leave the object in the HCC's custody for the donor's portion of the year, which must be treated and recorded as a loan for that time.

HCC and the donor each shall be responsible for the care, maintenance, and insurance of the property while in their custody and shall consult with each other concerning the use and treatment of the property.

6-G. Year End Donations

The last meeting of the Collections Team is in December. Federal law permits a donor until midnight, December 31 of any given year, to complete a gift transaction enabling the donor to file a tax deduction for that year. To be in compliance with federal law, the Board of Directors shall authorize the Director of the HCC to accept gifts on behalf of the Collections Team during the period of time between the Collections Team's last meeting in December and midnight, December 31.

If the Program Manager/ Director of the HCC is unavailable, he can appoint an acting representative to accept gifts on behalf of the Collections Team during this end-of-year period.

6-H Inventories and Inspections: 36 CFR Part 79: Curation of Federally-Owned and Administered Archaeological Collections

Regular inventories of federally-owned and administered Archaeological Collections in accordance with 36 CFR Part 79.11 will be conducted by HCC professional staff. The staff will follow the collections working policy procedures for conducting inventories. This internal policy outlines uniformed methods of maintaining inventory records, recording frequency and methods for conducting inventories. Qualified museum professional (as defined in 36 CFR Part 79) will oversee inventories and inspections.

As required by 36 CFR Part 79 following each inventory inspection a record will be maintained on the Collections Software system. A "Trust" or "Contract" partner shall receive a written report upon request. The report will include the status of the collections, treatments completed and recommendations of additional treatments.

As required by CFR 36 Part 79 discovery of any damage, loss, theft or destruction, within 5 days HCC staff will prepare a notification of the circumstances surrounding the loss, theft, damage or destruction.

The HCC curation facility will be available to "Trust" or "Contracted" partners for periodic inspections under 36 CFR Part 79.11 (b)(10).

6. I Indian Arts and Crafts Act of 1990

HCC follows the Indian Arts and Crafts Act of 1990 (P.L. 101-644) is a truth-in-advertising law that prohibits misrepresentation in marketing of Indian arts and crafts products within the United States. It is illegal to offer or display for sale, or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian Tribe or Indian arts and crafts organization, resident within the United States.

The HCC has the authority to regulate commercial and non-commercial access to and use of Tulalip Tribes cultural knowledge, traditional expressions associated with genetic and material cultural heritage. This cultural knowledge includes, traditional foods, medicines, harvesting plants, cultural artistic expressions, oral histories, mythology, cosmology, historic events or other natural resources associated with tribal subsistence and ceremonial activities; these types of cultural traditions and knowledge are continually exploit for personal gain.

HCC recognizes the rights of artists as described in the federal Visual Arts Rights Act of 1990 (VARA). This act applies only to works of art permanently” installed in buildings after June 1, 1991. Specifically HCC recognizes the right of attribution (to have the artist’s name associated with the work) and right of integrity (which protects the work against unnecessary destruction). All contracts for permanently installed works of art in HCC’S buildings must address these issues.

HCC will sign a standardized agreement with an artist for a site-specific installation. This agreement defines the artist(s) involved, material provisions from HCC, where the work will be installed, the duration of the project, what will happen to the work when the project is complete, any plans or preliminary drawings that will affect the finished work, remuneration, and a method of resolving any disputes that may arise.

6-J Promised Gifts

A promised gift is intent by a donor to give a specific gift to HCC at a future time. There may be instances in which HCC may consider a promised gift.

6-K Gifts from Administration, Staff, or Directors to the Collections

All recommendations for gifts to the collection from administration, staff, or Board of Directors members (or purchases for the collection from administration, staff, or Board of Directors) must be approved by the Board of Directors. These recommendations follow procedure as identified in the HCC’s Code of Ethics.

7. DEACCESSIONS AND CHANGES IN STATUS

Deaccessioning is an uncommon practice for the HCC. Decisions to deaccession are made following extensive deliberation and input from the staff, the Collections Team and the Board of Directors. Funds generated by the sale of such property will be placed in a separate, restricted account designated solely for the purchase of additional collection material.

Deaccessioning and the process to deaccessioning are designed to keep the HCC's identity clear and focused. When properly used, deaccessioning can assist HCC in defining its mission, planning for its future, and improving its collections.

Conscious of its responsibilities to donors and ever mindful of its obligations to the public, HCC will follow rigorous procedures in selecting objects for disposal, sale, or trade. From curatorial recommendation to final Board of Directors approval, each work is to be carefully scrutinized and its relevance to the HCC's present and future properly weighed. Board of Director members, the staff of HCC, and members of their immediate families are restricted from bidding during such sales.

Occasionally works may be given to HCC with the express purpose that they are to be sold. In such cases HCC shall clearly articulate this distinction to the donor, and that funds provided through any sale or items come to the HCC.

7-A. Reasons for Deaccessioning Objects from the Collections

Accessioned objects may be deaccessioned from HCC's holdings when one or more of the following conditions exist. An object may be deaccessioned because it:

1. Does not support HCC's mission statement
2. Does not support the collecting policy of HCC
3. Contradicts current policies on culturally sensitive materials
4. Does not have clear, legal title
5. Does not provide clearly defined copyright
6. Does not comply with laws and treaties governing cultural properties
7. Does not support the research, education, or exhibition uses of HCC
8. Unnecessarily duplicates other objects in HCC collections
9. Requires storage or conservation resources that cannot be provided by HCC
10. Is damaged beyond repair or conservation

7-B. Disposition of Deaccessioned Objects

Deaccessioned items will not be returned to the previous owner or family member or any private individuals from the HCC or other Tribal Departments. A deaccessioned item can only be:

1. Transferred without compensation or exchanged for other objects into a public educational institution or Tribal museum whose mission is relevant to the deaccessioned item, that will adequately care for the object, and that can assure public access.
2. Sold at public auction
3. Destroyed, if the object cannot be repaired or conserved, or if it presents a physical danger to life or property

7-C. Change from Collection to Non-Collection Status

Objects may be transferred from the collections of HCC to be used for education or as an exhibition prop. To accomplish such a change in status, the object must first be deaccessioned and then administratively transferred to the appropriate department within HCC.

The status of an object may be changed only because the object:

1. No longer supports research uses
2. May duplicate other objects in HCC's collections
3. Is damaged beyond use

7-D. Exchange of Deaccessioned Objects with Outside Institutions

A deaccessioned object may be exchanged with an outside institution when independent appraisers determine that the fair market values (or research values for archaeological materials) of the items to be exchanged are equal. Recommendations for exchange shall be evaluated according to the following criteria:

1. The reasons for deaccession fall within the HCC's accepted deaccession policy
2. The condition of the objects warrants exchange
3. Conservation reports detail needs and repair costs
4. Another institution can better preserve or exhibit the items

The costs of appraisals to determine fair market values shall be divided equally by the two institutions. The materials coming to HCC should be evaluated according to the criteria elaborated in the policy for Acquisitions.

8. LOAN AGREEMENTS

HCC may borrow works or lend works to other institutions according to the following provisions.

8-A. Process for Approving Outgoing Loans

The Program Manager/Director of the HCC approves all proposals for outgoing loans on behalf of the Board of Directors. The Collections Team evaluates recommendations for loans that are proposed by the Curators in regular meetings. Curators approve or disapprove these proposals and forward approved loans to the Program Manager/Director. If the Director voids a proposal from the Curators, the issue may be submitted to the Collections Team for resolution and be resubmitted to the Director.

Once the proposal is passed, the curator prepares the loan documents and arranges for accomplishing loan. Loan agreements must contain all necessary curatorial information on the item(s) being lent, conservation information, any special conditions for storage or display, and information pertinent to negotiating shipping arrangements. The Senior Curator is responsible for negotiations with the borrower in accordance with specified procedures, conditions, and any special instructions of the curator and/or the Collections Team.

The Senior Curator may negotiate with outside contractors to provide a variety of services involved with the procurement of loans. The Senior Curator ensures that contractors are known and have good professional standing within the museum community. When remote locations or other circumstances prevent the use of professional contractors, the Senior Curator will determine to the best of his/her ability that selected contractors are reputable. The Senior Curator in consultation with other curators and the conservator will advise the

contractor of professional procedures to be used to maintain environmental conditions, safe handling, proper packing, appropriate crating, and safe transport of a loan.

Although HCC is ultimately responsible for in-coming and out-going loans, when HCC has made contractual arrangements for preparing, packing, and transporting, HCC will seek redress from any contractor when it can be shown that the contractor is responsible for damage and/or loss.

8-B. Criteria for Short Term Outgoing-Loans

HCC shall transact loans for scholarly and educational purposes with non-profit institutions such as museums, libraries, and universities. All necessary stabilization treatments must be completed before an object may be loaned. The Senior Curator is responsible for all outgoing loans once approvals have been completed.

Out-going loans without specific exemptions will be made for a term of one year or less. No objects shall leave HCC without clear, visible accession or catalogue numbers; detailed condition reports; proof of insurance; and photographs documenting physical condition at the time the loan is processed. Condition reports and documentary photographs shall be updated upon return of the object.

The criteria for evaluating out-going loan requests include:

1. The availability of the object
2. The ability of HCC staff to process the loan without placing undue strain on staff and with sufficient lead-time (6 months – 1 year in advance)
3. The condition report on the object takes into account the potential impact of the loan on the object and the ability of any conservation treatments to be completed before packing and travel
4. The value of the object to the collections, and the potential impact of damage or loss to the collections
5. The appropriateness of the request to the nature of the object
6. The positive impacts of the loan
7. The ability of the borrowing institution to provide best museum practices in the care, handling, security, environmental conditions, and lighting of the object, as well as any special conditions specified by the curator in charge

The borrower will provide:

1. A facilities report documenting conditions in the facility
2. All financial liabilities incurred by the loan, including (but not limited to) insurance, photography, conservation, framing or mounting, crating, packing, shipping, installation, and return

8-C. Short Term In-coming Loans

HCC may borrow works from other institutions and private individuals for one year or less. The loan may be renewed annually for no more than five years; after five years the loan automatically becomes a Special Agreement loan and is handled by the provisions of that

policy. Curators bring recommendations for in-coming loans to the Director. The recommendation may be approved if the loan:

1. Stipulates the conditions and terms of the loan
2. Does not impose undue burdens upon the facilities, resources, or staff
3. Does not contradict any of the criteria for acquisitions
4. Is not renewed annually for more than five years

8-D. Special Agreement In-Coming Loans

Special Agreement In-coming Loans have terms of five years or more, generally involve major collections on loan to the HCC, and fall outside the standard HCC loan agreement.

The terms of Special Agreement In-coming Loans shall include provisions for additions, deletions, record keeping, reports, review, care, conservation, insurance, credits, loans to third parties, termination restrictions, and reproduction rights.

Special Agreement, In-coming Loans must be approved by Collections Team. Such loans are proposed by curators and forwarded by the Program Manager/Director of the HCC to the Collections Team for passage. The Director usually negotiates the terms of Special Agreement In-Coming Loans. A Special Agreement In-coming Loan:

1. Does not impose undue burdens upon the facilities, resources, or staff
2. Does not contradict any of the criteria for acquisitions
3. Does not conflict with Tulalip Tribes Cultural Values

8-E. Photo Archives Department Loans

HCC staff will prepare a "Photo Archives Incoming Loan Agreement" form for incoming loans of negatives and photographs. These items are on loan to the HCC in order to make a reference print or copy negative that in turn would become an addition to the collections of the HCC. The staff will prepare a "Photo Archives Outgoing Loan Agreement" form for outgoing loans of reference and exhibitions prints, photo services requests printed with an outside vendor, and for the rental of in-house exhibition prints. These loans will be approved by the Photo Archivist and do not need approval by the Director.

8-F. Special Loans

Special Loan requests include loans to commercial and for-profit organizations; requests for an unusually large number of items; loans of very high value; items of a fragile nature; and items requiring special environmental controls, frequent inspections, and/or special security.

Special Loans must be approved by the Collections Team. Recommendations for such loans are proposed by curators, approved by the Director of the HCC and forwarded to the Collections Team for passage.

8-G. Loans from Staff or Board Members

All recommendations for loans to HCC from staff or Board of Directors members must be recognized and approved according to policy carried in the HCC Code of Ethics.

8-H. International Loans and Exhibitions

Recommendations for International Loans and Exhibitions proceed as with domestic loans. Because international loans involve the laws of two or more different countries, there may be contradictions between laws. Curators and registrars must be especially diligent when dealing with international loans, whether incoming or outgoing. Further, such proposals must include the following:

1. The Senior Curator must be alerted as soon as discussions being concerning an international loan proposal and will work collaboratively with the rest of the HCC staff to accomplish the loan.
2. Museum must hire professional customs brokers to handle the intricacies of multiple sets of international laws.
2. It may be necessary to physically courier fragile, valuable works through customs to the final destination. Similar arrangements must be made to return the works to HCC.

8-I. Loans to Tribal Departments

HCC may lend or give available posters and modern copy reproductions of photographs to Tribal departments and Tribal members. The cost of the item plus the expenses incurred matting, framing, and shipping the item may be borne by the borrower.

8-J. Loans to Individuals and Contractors

Loans of collection materials will be made to private individuals, contractors, and businesses which, under special circumstances, are under contract to provide services such as conservation, packing and crating, shipping, framing, and photographing. Loans may also be made, under special conditions, to scholars and researchers. Recommendations for such private use shall be considered and approved by the Program Manager/Director of HCC.

9. GENERAL CONSIDERATIONS FOR THE COLLECTIONS

9-A. Accession Numbers

The HCC shall employ the standard accession numbering system with a related trinomial catalogue number for tracking and documenting the collections. The HCC shall employ a unique numbering system for tracking and documenting incoming and outgoing loans and for numbering of exhibitions. The HCC shall establish and maintain reference tools related to the storage of collections that include an inventory, location records, and an automated collection management system of all accession and catalogue information.

9-B. Access to the Collections

The collections of the HCC exist for the benefit of present and future generations. Therefore, all tribal members shall be granted reasonable access, by appointment, to exhibited or stored collections, on a non-discriminatory basis for the purposes of research and other educational uses. Access to culturally sensitive collections will be governed by the provisions of the HCC Policy. To safeguard the physical integrity of its collection, museum staff may limit the size of groups to storage and collection areas. Users may be liable for any damage caused to collections.

Collections storage areas are electronically monitored by professional staff at all times. HCC staff should work in pairs in the collection storage areas whenever possible. Outside

maintenance personnel, outside contractors, and researchers must be accompanied at all times in these areas.

The Tulalip Tribes of Washington affirms its authority to preserve, promote and protect all aspects of its tribal culture as a reserved right of tribal sovereignty. This gives the HCC the authority to regulate commercial and non-commercial access to and use of cultural knowledge, traditional expressions associated with genetic and material cultural heritage. This cultural knowledge includes, traditional foods, medicines, harvesting plants or other natural resources associated with tribal subsistence and ceremonial activities.

9-C. Research into the Collection

One strength of HCC is its ability to accomplish scholarly research and present that research to the public through activities that include (but are not limited to) lectures, exhibitions, and publications. HCC recognizes the importance of acknowledging scholarly research and rejects any form of plagiarism. Similarly, the institution recognizes that differences of opinion may exist and are part of the scholarly process. HCC supports the right of scholars to hold differing opinions and to express those opinions in a reasonable manner.

Differences may also arise through the process of publishing materials or mounting exhibitions. Differences may occur with contract authors writing for HCC publications or with guest curators working with HCC collections. HCC reserves the right to edit texts and design contexts relating to the exhibition installation of museum collections. However, these efforts may not compromise the intellectual content of research into the collections.

9-D. Fair Use

The Tulalip Tribes of Washington affirms its authority to preserve, promote and protect all aspects of its cultural and heritage as a reserved right of tribal sovereignty. It is the purpose of HCC to provide information and education through exhibitions, research, and educational outreach. HCC is committed to complying with all applicable laws regarding intellectual property. This commitment includes the full exercise of the rights granted to users of copyrighted works under the "Fair-Use" provision of federal copyright law. HCC will use due diligence in determining the copyright status of objects brought into the collections through gift, transfer, purchase, exchange, or the lending of objects for exhibition and will credit the copyright holder in all catalogues, pamphlets, press releases, or other educational publications.

HCC shall inform and educate applicable staff concerning the principles of Fair-Use and the four factors contained in 17 U.S.C. Section 107, and legal decisions relating thereto, which state that copyright materials may be used or reproduced under special circumstances that constitute fair use. These factors are as follows:

1. The purpose and character of the use, including whether such use is of commercial nature or is for non-profit educational purposes
2. The nature of the copyrighted work
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole
4. The effect of the use upon the potential market for or value of the copyrighted work

HCC realizes that this doctrine applies to the usage of intellectual property originating in the United States and may not be applicable in other countries. HCC reserves the right to evaluate requests on a case-by-case basis.

9-E. Commercial Use of HCC Collections

Use of HCC collections for commercial purposes shall be allowed only when carefully controlled and monitored by HCC staff. Written permission for commercial use of HCC collections must be obtained from the Program Manager/Director of the HCC who will seek guidance from the Board of Directors when necessary. Proof of adequate liability insurance is also required. Permission to use collections will be withdrawn by the Director/Manager of the HCC if HCC collections are compromised in any manner.

Use of HCC collections requires written permission from the Director of the HCC, in consultation with the responsible curator who will provide written recommendations. A qualified staff member will be present at all times during the use of HCC collections.

Commercial media productions must not distort the purposes or historical integrity of the HCC and its collections. No object, exhibit, or structure will be used in promotion of a product or service that implies endorsement by the Tribe or HCC.

9-F. Photography

Neither professional photography nor video is permitted in exhibition areas of HCC without the permission of the Program Director/ Director. A signed permission form is required for approved professional photographers or videographers before they can begin filming. The general public is also required to obtain a permission form to photograph or videotape a performance at HCC.

The collections will be photographed by HCC staff or a professional photographer hired by HCC. HCC maintains a service to provide, for a reasonable fee, photographic reproductions of items in its collections. Only HCC approved photographs may be used for publication purposes.

HCC retains all rights to publication of all photographic images in its collections. Requests for reproductions for research purposes and for permission to publish reproductions of collections must be made in writing to the appropriate curator, or appropriate HCC staff, who will present the proposal to the Director for approval.

Ownership of photographs of collection items does not imply permission to reproduce or publish such materials, although these rights may be assigned in writing. HCC reserves the right to restrict photography of copyrighted or culturally sensitive collections.

Under unusual circumstances, permission to photograph collections may be granted to individuals for research purposes only upon approval by the responsible curator and the Director. Photographs made by researchers may not be used for publications or other forms or reproduction. Individuals engaged in research photography will be accompanied at all

times by or collections or photo archives staff who will handle all items. Under no circumstances may a researcher be left alone in collections, nor may an object from the collections be removed from HCC complex to be photographed without curatorial supervision.

9-G. Losses and Damage to Collections

In the event of thefts, accidental losses, or vandalism of HCC collections, the incident must be reported immediately to the Director, the Security Manager, the Senior Curator and the Tulalip Tribe Police Department. Under the direction of the responsible curator and the Security Manager, a prompt written report of the circumstances surrounding the damage, loss, or disappearance will be completed. This report shall include description of the work, including photograph when available, an estimate of the monetary value involved; an evaluation of the causes and consequences and of the design of remedial changes; and the implementation of plans to prevent recurrences.

10. CONSERVATION

It is HCC policy to provide preventive conservation measures to the collections by providing safe, stable environments for storage and exhibition. This is accomplished through strategically and systematically improving conditions in structures, storage, and work areas to prevent deterioration.

The care, management, and conservation of the collections are the responsibility of the HCC staff. All staff must be trained before they may handle collections. The Senior Curator will provide training to staff and volunteers who lack the appropriate knowledge and skills before they are allowed to assist with the care of the collection.

10-A. Preservation Measures

HCC staff plans and executes activities, services, and programs to ensure the safety, security, and protection of the collection from the following sources of deterioration:

1. Abrasion, distortion, shock, vibration, inadequate space, improper support, and excessive handling
2. Theft and vandalism
3. Fire and smoke
4. Water damage from accidents, plumbing, crate failure, fire suppression, or severe weather
5. Seismic disturbance
6. Insects, rodents and other small mammals, birds, and reptiles
7. Dust, gasses, off-gassing, and particulate pollutants
8. Radiant energy in the form of infra-red light, ultra-violet light, and high-intensity visible light
9. Temperature extremes and fluctuations
8. Relative humidity extremes and fluctuations

10-B. Corrective Conservation Measures

Corrective conservation measures will be considered when the condition of an object is endangered by enduring and perpetual care or by a proposed HCC use, or when preventive

conservation measures are not sufficient to assure preservation. Because corrective conservation may add, modify, confuse, obscure, or remove some existing quality of an object, it is considered only after methodical evaluation.

Corrective conservation measures will be taken when the curator, with the recommendation of a conservator, find that the probable consequences enhance the preservation of the collection. Proposals for conservation must be authorized by the curator in charge and the Director. These proposals must define:

1. The precise intention of the curator for altering the item
2. The known and the less-understood contextual values represented by the object
3. The conditions and risks posed by the intended use.
4. The possible benefits of more detailed investigation, or of selecting an alternate object
5. The possible strategies for mitigating the risks
6. The consequences of the mitigation strategies upon the preservation of the item

Because of the inherent risk to permanent collections posed by corrective conservation measures, HCC requires that proposed measures reflect:

1. Minimal intervention to meet the requirements that have precipitated the need for treatment
2. Reversibility so the treatment can be removed or reversed at any time in the future
3. Documentation of an object's condition before, during, and after treatment, documentation should include the justifications for the intervention, its objectives, alternative approaches considered, and the considered potential risks and consequences.

11. EXHIBITIONS TEAM

All exhibitions at HCC shall be part of a planned, systematic program of permanent, temporary, and traveling exhibitions thematically relevant to the goals and purposes of HCC. Permanent exhibitions are defined as those having a life of at least five years. Temporary exhibitions have a life determined by scale, location, content, source, and preservation concerns.

An volunteer Exhibition Team will be established that consists of curatorial staff and five community representatives. As thematic exhibition concepts change, exhibition team members will alternate as to expertise and interest. One of the Exhibition Team members will be a member of the Board of Directors who can make regular reports to the Board of Directors on the activities of the Exhibition Team. The Exhibition Team' responsibility is to establish a 5-year exhibition schedule utilizing the written proposal submitted by the Tulalip Tribes membership and other sources.

Written Exhibition Proposal Sample will include:

1. Date Requested:
2. Deadline:
3. Requester Name and tribal affiliation:
4. Working Title of Exhibition:

5. Main Message of Exhibition:
6. What important point will this exhibition address:
7. Artifacts and Photographs:
8. Funding Sources
9. Educational Programs

11-A. Approving Exhibition Proposals

Written exhibition proposals forms are submitted to HCC Director, Senior Curator or HCC curatorial staff. These proposals include the scope, rationale, dates, nature of the materials to be presented, sources of the materials, proposed budget, funding options, publication needs, potential for travel, descriptions for the intended audience, conservation requirements, and educational programming for each project.

Deliberations concerning exhibitions take into account the mission of the HCC, service to HCC's audiences, potential for outreach, impact on the community, and potential for building collections. The volunteer Exhibition Team approves exhibition projects. The project is then incorporated into museum-wide exhibition and promotional schedules. In general, exhibitions should be scheduled well in advance and should take into account available resources, funding, staff, and the overall balance of the exhibition calendar. Exhibitions may be interdisciplinary or specialized in nature; they may draw upon the scholarship, resources, and collections of HCC.

The Exhibition Team appoints Guest Curators under the direction of the HCC Director or Senior Curator; they share the responsibility of the development of exhibitions, including educational presentations to the community. This responsibility continues until opening when HCC staff assumes responsibility for regular monitoring of the condition of objects, initiation of maintenance requests, and response to comments from the public. The Guest Curator for each exhibition shall oversee evaluations after the opening of an exhibition, as well as proposed alterations and corrections generated by evaluations. Funds and staff time should be allocated for post-opening needs as part of the budgetary process.

11-B. Evaluations

HCC will ensure that the evaluation process is ongoing and integrated into the exhibition program. While HCC recognizes that each exhibition is different and that audience patterns are different and changing, there will be a concentrated effort to engage in evaluation to determine the effectiveness, impact, and measure of success of the exhibition program.

As much as possible, the exhibition evaluation should be a team approach, with active participation from the entire staff, including those involved in exhibitions, collections, education, development, and security. The exhibition team may elect to use outside consultants and experts for evaluation services, but the process must still include HCC staff as active participants. Such evaluation may be prior to installation, following installation, or both.

Long-term exhibitions that will be installed for one year or longer must have exhibition evaluation. The cost for evaluation will be budgeted into the exhibition at the onset. The

same evaluation is encouraged for short-term exhibitions that will be installed for less than one year.

11-C. Traveling Exhibitions

Traveling exhibitions will be circulated to other qualified institutions through a contracted separate party experienced in handling traveling museum exhibitions. The contracted party will handle arrangements for all traveling exhibits on a fee basis. Traveling exhibitions may be taken from either the collections of the HCC and/or its regular exhibition schedule. Some temporary exhibits may travel to other sites following tenure at the HCC. However, such exhibits must be designated to travel in planning stages. Only projects that have been planned, designed, conserved, and constructed for travel will be circulated. Projects must be offered to a contracted separate party in the organizational stage of an exhibition and must be discussed and resolved in regularly planned exhibitions meetings.

11-D. Corporate Sponsorship and Support

It is important to the HCC that the content and educational intent of an exhibition shall not be unduly influenced or restricted by corporate sponsorship. While such sponsorship is important to the institution, the integrity of the HCC's mission must not be compromised or prejudiced. Offers for sponsorship that pressure, or appear to pressure, HCC to interpret an exhibition's content to emphasize or focus on a corporation's market position or image shall be avoided. HCC will adhere to the separate policy regarding corporate sponsorship and guidelines for business support.

12. NON COLLECTIONS OBJECTS

HCC may acquire objects that are not accessioned into the collections. These collections may include general education materials, research materials, exhibition props and other similar objects.

12-A. Non-Accessioned Gifts

Non-accessioned objects must be so declared on the gift agreement. In such cases, donors shall be informed in advance that their gifts are for the benefit of HCC but will not be accessioned into the collection.

Gift proposals in which one or more of the items are considered inadequate for the permanent collections by the Collections Team but considered desirable for the un-accessioned collections may be accepted only with the assent of the perspective donor. The Deed of Gift must carry a declarative statement designating certain items as non-accessioned items.

12-B. Abandoned Property

Items in the custody of HCC must be covered by a signed temporary custody receipt, a signed gift agreement, a signed loan document, or a temporary transfer document. An undocumented item must be covered immediately by an appropriate document. If ownership cannot be established (or the original owner or heirs cannot be located), an item will be considered unclaimed property as defined by Washington State Substitute Senate Bill No. 6332 which identifies procedures for dealing with unclaimed property in museums and historical societies.

Under this law HCC may take possession of property deemed abandoned as defined by the above law. Property that falls within this category includes, but is not restricted to, property left unclaimed by the owner for the length of time prescribed by Washington State Statute, property for which the owner cannot be located, and property found within the collections where title of Museum ownership cannot be shown.

Abandoned property shall be reported to the Senior Curator, who will implement procedures prescribed by the Washington State Substitute Senate Bill 6332 to gain title to the property.

13. HCC Official Repository 36 CFR Part 79

The Tulalip Tribes Board of Directors certifies that the HCC is the official repository for Cultural properties for the Tulalip Tribes. The Cultural Resource Manager acts as the Tribal Historic Preservation and NAGPRA Officer. HCC Collections Policy Manual provides procedures and guidelines to manage and preserve collections; terms and conditions for Federal government, Public Utility District, Army Corps of Engineers, US Bureau of Reclamation, Washington State Department of Transportation, Washington State Department of Ecology and any other governmental and private agencies. to include in contracts, memoranda, agreements or other written instruments with repositories for curatorial services; standards to determine when a repository has the capability to provide long-term curatorial services; and guidelines to provide access to, loan and otherwise use collections.

The regulations in this part contain three appendices that provide additional guidance for use by the Federal Agency Official. HCC Cultural Recourses Manager assumes responsibility for the identification and preservation of significant historic properties and facilitates the return of cultural items. This includes identifying culturally significant properties, nominating properties to national and tribal registers of historic places, conducting Section 106 reviews of Federal agency projects on tribal lands, Washington State projects concerning Tulalip Tribes and conducting educational programs on the importance of preserving historic properties. The HCC Cultural Resource Manager has authority to authenticate objects or properties not owned by HCC, this includes the Federal government, Public Utility District, Army Corps of Engineers, US Bureau of Reclamation, Washington State Department of Transportation, Washington State Department of Ecology and any other governmental and private agencies.

1) Appendix A to these regulations contains an example of an agreement between a Federal agency and a non-Federal owner of material remains who is donating the remains to the Federal agency.

(2) Appendix B to these regulations contains an example of a memorandum of understanding between a Federal agency and a repository for long-term curatorial services for a federally-owned collection.

(3) Appendix C to these regulations contains an example of an agreement between a repository and a third party for a short-term loan of a federally-owned collection (or a

part thereof).

(4) The three appendices are meant to illustrate how such agreements might appear. They should be revised according to the:

- (i) Needs of the Federal agency and any non-Federal owner;
- (ii) Nature and content of the collection; and
- (iii) Type of contract, memorandum, agreement or other written instrument being used.

(5) HCC has standard forms (e.g., a Short-Term Loan Form, Deed of Gift, Borrowers Agreement) that are consistent with the regulations in this part, these forms may be used in lieu of those in APPENDIX A,B,C

13-A. Definitions

These cultural properties include, but are not limited to, the following:

- A. Human remains that are part of a death right or cultural ceremony
- B. Associated funerary objects reasonably believed to have been placed with individual human remains but are no longer associated with human remains
- C. Unassociated funerary objects reasonably believed to have been placed with individual human remains but are no longer associated with human remains
- D. Sacred objects needed by traditional religious leaders for the practice of an ongoing religion by present-day standards.
- E. Objects of cultural patrimony that are owned by a group and that have an ongoing historical, traditional, or cultural importance but that are not property owned by an individual within that culture.
- F. Culturally sensitive documents such as notes, books, drawings, photographs and other images that relate to human remains, funerary objects, objects of cultural patrimony, rituals, and sacred objects

13-B. The Hibulb Cultural Center's Collections Team

The HCC's Collections Team serves as HCC volunteer advisory body on issues relating to the care and treatment of sensitive materials.

HCC has responsibility for final disposition of culturally sensitive materials. The Collections Team:

- 1. Reviews all claims by individuals of concerned-party status.
 - 2. Assists with the designation of concerned parties who have an interest in culturally sensitive materials contained in the collections. HCC encourages concerned parties to identify themselves.
 - 3. Proposes recommendations for deaccession/repatriation following the procedure outlined in the Deaccession Policy (Section 7) and gives approval.
 - 4. Proposes recommendations for exhibiting, handling, reproducing, storing, and caring for sensitive materials and sensitive documents.
- HCC reserves the right to restrict access to, or use of, sensitive materials to the general public. HCC staff shall allow identified concerned parties access to culturally

sensitive materials. HCC may continue to exhibit, photograph, publish, and retain culturally sensitive materials.

HCC shall work with concerned parties to determine the appropriate use, care, and procedures for culturally sensitive materials that best balance the needs of all parties involved. Conservation treatment shall not be performed on identified culturally sensitive materials without consulting concerned parties.

5. Informs curators and administrators of materials in their collections that may fall under the aegis of this policy.

13-C. Appeals Process

A concerned party (or a party that claims to be a concerned party but that is not recognized to have such status by HCC) may appeal in writing to the Director of HCC. The Director shall issue a written response to the appeal within thirty (30) calendar days of its receipt. The decision of the Director may be contested by written appeal to the Board of Directors, which shall take such final action as it deems appropriate. A HCC staff member may appeal a decision of the Collections Committee in the same manner as a concerned party, outlined above.

Appendix A to Part 79--Example of a Deed of Gift
DEED OF GIFT TO THE

(Name of the Federal agency)

Whereas, the (name of the Federal agency), hereinafter called the Recipient, is dedicated to the preservation and protection of artifacts, specimens and associated records that are generated in connection with its projects and programs;

Whereas, certain artifacts and specimens listed in Attachment A to this Deed of Gift, were recovered from the (name of the prehistoric or historic resource) site in connection with the Recipient's (name of the Recipient's project) project;

Whereas, the (name of the prehistoric or historic resource) site is located on lands to which title is held by (name of the donor), hereinafter called the Donor, and that the Donor holds free and clear title to the artifacts and specimens; and

Whereas, the Donor is desirous of donating the artifacts and specimens to the Recipient to ensure their continued preservation and protection; Now therefore, the Donor does hereby unconditionally donate to the Recipient, for unrestricted use, the artifacts and specimens listed in Attachment A to this Deed of Gift; and

The Recipient hereby gratefully acknowledges the receipt of the artifacts and specimens.

Signed: (signature of the Donor)

Date: (date)

Signed: (signature of the Federal Agency Official)

Date: (date)

Attachment A: Inventory of Artifacts and Specimens.

Appendix B to Part 79—Example of a Memorandum of Understanding for Curatorial Services for a Federally-Owned Collection

**MEMORANDUM OF UNDERSTANDING FOR CURATORIAL SERVICES
BETWEEN THE**

(Name of the Federal agency)

AND THE

(Name of the Repository)

This Memorandum of Understanding is entered into this (day) day of (month and year), between the United States of America, acting by and through the (name of the Federal agency), hereinafter called the Depositor, and the (name of the Repository), hereinafter called the Repository, in the State of (name of the State).

The Parties do witnessed that,

Whereas, the Depositor has the responsibility under Federal law to preserve for future use certain collections of archeological artifacts, specimens and associated records, herein called the Collection, listed in Attachment A which is attached hereto and made a part hereof, and is desirous of obtaining curatorial services; and

Whereas, the Repository is desirous of obtaining, housing and maintaining the Collection, and recognizes the benefits which will accrue to it, the public and scientific interests by housing and maintaining the Collection for study and other educational purposes; and

Whereas, the Parties hereto recognize the Federal Government's continued ownership and control over the Collection and any other U.S. Government-owned personal property, listed in Attachment B which is attached hereto and made a part hereof, provided to the Repository, and the Federal Government's responsibility to ensure that the Collection is suitably managed and preserved for the public good; and

Whereas, the Parties hereto recognize the mutual benefits to be derived by having the Collection suitably housed and maintained by the Repository;

Now therefore, the Parties do mutually agree as follows:

1. The Repository shall:

a. Provide for the professional care and management of the Collection from the (names of the prehistoric and historic resources) sites, assigned (list site numbers) site numbers. The collections were recovered in connection with the (name of the Federal or federally-authorized project) project, located in (name of the nearest city or town), (name of the county) county, in the State of (name of the State).

b. Perform all work necessary to protect the Collection in accordance with the regulation 36 CFR part 79 for the curation of federally-owned and administered archeological collections and the terms and conditions stipulated in Attachment C to this Memorandum.

c. Assign as the Curator, the Collections Manager and the Conservator having responsibility for the work under this Memorandum, persons who are qualified museum professionals and whose expertise is appropriate to the nature and content of the Collection.

d. Begin all work on or about (month, date and year) and continue for a period of

(number of years) years or until sooner terminated or revoked in accordance with the terms set forth herein.

e. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment for the Collection and any other U.S. Government-owned personal property in the possession of the Repository.

f. Not in any way adversely alter or deface any of the Collection except as may be absolutely necessary in the course of stabilization, conservation, scientific study, analysis and research. Any activity that will involve the intentional destruction of any of the Collection must be approved in advance and in writing by the Depositor.

g. Annually inspect the facilities, the Collection and any other U.S. Government-owned personal property. Every (number of years) years inventory the Collection and any other U.S. Government-owned personal property. Perform only those conservation treatments as are absolutely necessary to ensure the physical stability and integrity of the Collection, and report the results of inventories, inspections and treatments to the Depositor.

h. Within five (5) days of discovery, report all instances of and circumstances surrounding loss of, deterioration and damage to, or destruction of the Collection and any other U.S. Government-owned personal property to the Depositor, and those actions taken to stabilize the Collection and to correct any deficiencies in the physical plant or operating procedures that may have contributed to the loss, deterioration, damage or destruction. Any actions that will involve the repair and restoration of any of the Collection and any other U.S. Government-owned personal property must be approved in advance and in writing by the Depositor.

i. Review and approve or deny requests for access to or short-term loan of the Collection (or a part thereof) for scientific, educational or religious uses in accordance with the regulation 36 CFR part 79 for the curation of federally- owned and administered archeological collections and the terms and conditions stipulated in Attachment C of this Memorandum. In addition, refer requests for consumptive uses of the Collection (or a part thereof) to the Depositor for approval or denial.

j. Not mortgage, pledge, assign, repatriate, transfer, exchange, give, sublet, discard or part with possession of any of the Collection or any other U.S. Government-owned personal property in any manner to any third party either directly or in-directly without the prior written permission of the Depositor, and redirect any such request to the Depositor for response. In addition, not take any action whereby any of the Collection or any other U.S. Government- owned personal property shall or may be encumbered, seized, taken in execution, sold, attached, lost, stolen, destroyed or damaged.

2. The Depositor shall:

a. On or about (month, date and year), deliver or cause to be delivered to the Repository the Collection, as described in Attachment A, and any other U.S. Government-owned personal property, as described in Attachment B.

b. Assign as the Depositor's Representative having full authority with regard to this Memorandum, a person who meets pertinent professional qualifications.

c. Every (number of years) years, jointly with the Repository's designated representative, have the Depositor's Representative inspect and inventory the Collection and any other U.S. Government-owned personal property, and inspect the repository facility.

d. Review and approve or deny requests for consumptively using the Collection (or a

part thereof).

3. Removal of all or any portion of the Collection from the premises of the Repository for scientific, educational or religious purposes may be allowed only in accordance with the regulation 36 CFR part 79 for the curation of federally-owned and administered archeological collections; the terms and conditions stipulated in Attachment C to this Memorandum; any conditions for handling, packaging and transporting the Collection; and other conditions that may be specified by the Repository to prevent breakage, deterioration and contamination.

4. The Collection or portions thereof may be exhibited, photographed or otherwise reproduced and studied in accordance with the terms and conditions stipulated in Attachment C to this Memorandum. All exhibits, reproductions and studies shall credit the Depositor, and read as follows: "Courtesy of the (name of the Federal agency)." The Repository agrees to provide the Depositor with copies of any resulting publications.

5. The Repository shall maintain complete and accurate records of the Collection and any other U.S. Government-owned personal property, including information on the study, use, loan and location of said Collection which has been removed from the premises of the Repository.

6. Upon execution by both parties, this Memorandum of Understanding shall be effective on this (day) day of (month and year), and shall remain in effect for (number of years) years, at which time it will be reviewed, revised, as necessary, and reaffirmed or terminated. This Memorandum may be revised or extended by mutual consent of both parties, or by issuance of a written amendment signed and dated by both parties. Either party may terminate this Memorandum by providing 90 days written notice. Upon termination, the Repository shall return such Collection and any other U.S. Government-owned personal property to the destination directed by the Depositor and in such manner to preclude breakage, loss, deterioration and contamination during handling, packaging and shipping, and in accordance with other conditions specified in writing by the Depositor. If the Repository terminates, or is in default of, this Memorandum, the Repository shall fund the packaging and transportation costs. If the Depositor terminates this Memorandum, the Depositor shall fund the packaging and transportation costs.

7. Title to the Collection being cared for and maintained under this Memorandum lies with the Federal Government.

In witness whereof, the Parties hereto have executed this Memorandum.

Signed: (signature of the Federal Agency Official)

Date: (date)

Signed: (signature of the Repository Official)

Date: (date)

Attachment A: Inventory of the Collection

Attachment B: Inventory of any other U.S. Government-owned Personal Property
Attachment C: Terms and Conditions Required by the Depositor

Appendix C to Part 79--Example of a Short-Term Loan Agreement for a Federally-Owned Collection

SHORT-TERM LOAN AGREEMENT BETWEEN THE

(Name of the Repository)

AND THE

(Name of the Borrower)

The (name of the Repository), hereinafter called the Repository, agrees to loan to (name of the Borrower), hereinafter called the Borrower, certain artifacts, specimens and associated records, listed in Attachment A, which were collected from the (name of the prehistoric or historic resource) site which is assigned (list site number) site number. The collection was recovered in connection with the (name of the Federal or federally authorized project) project, located in (name of the nearest city or town), (name of the county) county in the State of (name of the State). The Collection is the property of the U.S. Government. The artifacts, specimens and associated records are being loaned for the purpose of (cite the purpose of the loan), beginning on (month, day and year) and ending on (month, day and year).

During the term of the loan, the Borrower agrees to handle, package and ship or transport the Collection in a manner that protects it from breakage, loss, deterioration and contamination, in conformance with the regulation 36 CFR part 79 for the curation of federally-owned and administered archeological collections and the terms and conditions stipulated in Attachment B to this loan agreement.

The Borrower agrees to assume full responsibility for insuring the Collection or for providing funds for the repair or replacement of objects that are damaged or lost during transit and while in the Borrower's possession. Within five (5) days of discovery, the Borrower will notify the Repository of instances and circumstances surrounding any loss of, deterioration and damage to, or destruction of the Collection and will, at the direction of the Repository, take steps to conserve damaged materials.

The Borrower agrees to acknowledge and credit the U.S. Government and the Repository in any exhibits or publications resulting from the loan. The credit line shall read as follows: "Courtesy of the (names of the Federal agency and the Repository)." The Borrower agrees to provide the Repository and the (name of the Federal agency) with copies of any resulting publications.

Upon termination of this agreement, the Borrower agrees to properly package and ship or transport the Collection to the Repository.

Either party may terminate this agreement, effective not less than (number of days) days after receipt by the other party of written notice, without further liability to either party.

Signed: (signature of the Repository Official)

Date: (date)

Signed: (signature of the Borrower)

Date: (date)

Attachment A: Inventory of the Objects being Loaned.

Attachment B: Terms and Conditions of the Loan.